

## PUBLIC ROAD CROSSING LICENSE AGREEMENT

**THIS AGREEMENT**, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between **FLORIDA CENTRAL RAILROAD COMPANY, LLC.**, a Florida corporation with a business address at 3001 Orange Avenue, Plymouth, Florida (“FCEN”) and **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“User”), collectively referred to as the “Parties.”

### Preliminary Statement

- A. User desires that FCEN grant to it a privilege to use a portion of FCEN’s right of way created under a lease FCEN has previously entered into with CSX Transportation, Inc., without establishing, claiming, or possessing any estate or interest therein (hereinafter a “License”), for the benefit of User and the general public.
- B. FCEN has the power, authority, and right to enter into this License Agreement pursuant to the lease agreement with CSX Transportation, Inc.
- C. User is willing to pay the reasonable costs, fees, and expenses of User’s use of the License.
- D. User desires to have constructed and maintained as defined below a public road crossing (hereinafter, the “Crossing”) within the License Area, defined below, and with methods further detailed and depicted in a construction agreement between the parties anticipated to be executed and effective in December 2025 (the “Construction Agreement”) incorporated herein by reference. Additional work at railroad crossing DOT #622396Y Edgewater Dr. FCEN milepost ST 808.61 has been proposed by User in conjunction with the Crossing as is defined below. (“622396Y”)

**NOW THEREFORE**, in consideration of the promises and covenants herein, FCEN grants unto User a License, with authority to enter upon and use, pursuant to this License Agreement, the Crossing over certain land situated in Orlando, Florida, particularly described and shown on Exhibit A, which is attached hereto and incorporated herein (the “License Area”).

The Parties agree that this License is subject to the following terms and conditions:

#### 1. SUBJECT TO MASTER LEASE AGREEMENT

This License shall be subject to the terms and conditions of that certain lease agreement between FCEN and CSX Transportation, Inc., a memorandum of which is recorded in the public records.

#### 2. CROSSING

The Crossing shall be limited to a (120') wide road crossing on All American

Boulevard DOT # 926115E at milepost ST 808.58 of the FCEN's Orlando Mainline in Orlando, Orange County, Florida, as further described in Exhibit A. The Crossing surface will be of a concrete (MBM) type, a minimum of 172' long and the Crossing shall include signals for a Type IV, Class IV crossing in accordance with the Florida Department of Transportation Index. The Crossing shall in no event be wider than two (2') feet past each rail track.

- (a) No other occupancies shall be permitted over, under or within railroad property without the written approval of the FCEN in the form of a License Agreement.
- (b) Improvements in the vicinity of 622396Y require additional work as depicted in stamped plans referenced below and shall be at the sole cost and expense of User

### 3. INSTALLATION; COST AND EXPENSE

- (a) The Crossing shall be installed by FCEN and/or its subcontractors at the sole cost and expense of User. The Crossing shall be installed in a manner and of materials in all respects satisfactory to FCEN in accordance with the Construction Agreement and based on stamped plans dated 12/28/2023 by HDR Engineering of Orlando Fl. All incidental expenses of FCEN and FCEN's subcontractors necessarily incurred in connection therewith shall be borne by the User, including but not limited to, engineering fees, flagging and other safety measures, Dynamic Envelope, Railroad oversight and any and all engineering fees incurred by FCEN including those prior to execution of this license agreement.
- (b) Simultaneously with the execution of this Agreement by User, User shall deposit with FCEN the total amount of Seven Hundred Four Thousand Nine Hundred dollars (\$704,900.00), such amount being the about half estimated cost of the work to be performed by FCEN and the materials to be furnished by FCEN and administrative costs in connection with the installation of the Crossing. The estimate does not include the use of flaggers for any phase of the project and shall be at additional cost. In the event said deposit is less than the actual cost borne by FCEN, upon receipt of a bill or invoices from FCEN, User shall promptly pay such additional cost to FCEN. Should said deposit be in excess of the actual fee, including materials and labor, FCEN shall promptly refund the difference to User. Upon completion of the installation of the Crossing, FCEN shall furnish to User paid invoices and a statement showing the cost of the work, including materials and labor.
- (c) All right, title, and interest in the materials used to construct the Crossing shall, upon installation, immediately vest in and accrue to FCEN.
- (d) If, at any time in the future, and upon sufficient advance notice to the User, FCEN or any authorized public authority reasonably determines that safety would be served by additions or protections to the License Area, FCEN shall

install such additional protections at the sole cost and expense of User.

- (e) After the surface material has been installed at the Crossing by FCEN, the Crossing shall thereafter be maintained to the edge of rail ties, in good condition by FCEN at User's sole cost and expense as long as the Crossing remains in place as set forth in Paragraph 5 below. In the event User or any agency responsible for maintaining the roadway desires a different surface on the Crossing, and if FCEN agrees to provide a different surface, User or responsible agency will pay the cost thereof. Replacement cost of the Crossing shall be at the sole cost and expense of User.
- (f) Except as may be permitted by the Construction Agreement, use of the Crossing or Crossing Area is prohibited to all until final roadway is completed and opened to the public. This includes contractors, subcontractors, officials, inspectors, surveyors, or anyone not under the direction of FCEN.

#### 4. TEMPORARY CLOSING OF THE CROSSING

At such time that FCEN performs rehabilitation, maintenance, repairs, or improvements to the Crossing or to trackage at the Crossing, FCEN, if deemed necessary by FCEN, shall provide flagging protection and, if deemed necessary by FCEN, a temporary detour grade crossing, at the sole cost and expense of the User after delivery to User of notice of the applicable expenses of such detour grade crossing has been secured.

#### 5. MAINTENANCE

- (a) The usual appurtenances of the Crossing, such as approaches, roadway, curbs, gutters, shoulders, slopes, fills and cuts (the "Appurtenances"), shall be maintained at the sole cost and expense of User and all maintenance work shall be performed by User and in a manner and of materials satisfactory to FCEN's General Manager. Maintenance includes but is not limited to damages resulting from natural disasters or acts of God. Any work within fifty feet of railroad property shall require written authorization of FCEN and must adhere to FCEN safety protocols at the sole cost and expense of User. Such written authorization by FCEN shall not be unreasonably withheld
- (b) If User fails to maintain the Appurtenances to the satisfaction of FCEN's General Manager, FCEN may reasonably elect to perform maintenance of the Appurtenances to insure the continued safe operation of the line. Upon FCEN's completion of such maintenance work on the Appurtenances User shall, within sixty (60) days of invoice, pay FCEN for FCEN's materials costs plus FCEN's labor time used in performing the maintenance at FCEN's then current labor rate.
- (c) Notwithstanding anything to contrary in this Paragraph 5, User shall be solely responsible for keeping all vegetation within any site clearance area to which User has access and over which User has control (the "Site Clearance Area"), as

determined by FCEN's General Manager, cut to a height not to exceed twelve inches (12") above ground level, and keeping the Site Clearance Area free of its parked vehicles and other visual obstructions.

- (d) Without limiting the general obligations of the Parties under this Paragraph 5, FCEN shall perform maintenance on the Type IV, Class IV signals at the Crossing at intervals in compliance with FRA rules. User shall pay to FCEN a fee in accordance with the then current Florida Department of Transportation Index for Type IV, Class IV crossing signals (the "Annual Maintenance Fee"). By way of illustration, as of the date first written above, the Annual Maintenance Fee is Four Thousand Nine Hundred Forty (\$4,940.00) Dollars.

6. TERM

This Agreement shall run for a period of one (1) year from the date first set forth above. Thereafter this Agreement shall automatically renew for successive one (1) year periods unless or until it is terminated as provided for hereinafter.

7. TERMINATION

If User fails to keep or perform any covenants, term and/or condition, FCEN shall have the right to terminate this Agreement upon written notice to User of such failure to perform, giving thirty (30) days to cure such failure to perform, unless such failure to perform, in FCEN's opinion, constitutes a safety hazard, in which case the time of cure shall be seventy-two (72) hours. The curing of such breach within the said time period to the satisfaction of FCEN shall negate the said notice of termination. In the event of the failure to cure within the said period this License shall terminate, whereupon FCEN will, at User's expense, remove the said Crossing and restore the premises to its original condition, if required by FCEN.

8. ALTERATIONS

In the event FCEN's use of its right of way (e.g., additional track construction, installation of communication facilities, etc.) shall hereafter make necessary any change in the Crossing, User shall be obligated to bear all reasonable costs of making and maintaining adjustments to said Crossing which are deemed necessary by FCEN's General Manager.

9. INDEMNIFICATION

To the extent provided in Section 768, Florida Statutes, and without waiving its sovereign immunity protections or the provisions of such F.S. 768.28, the User shall defend, hold harmless, and indemnify FCEN its owners, affiliates, officers, directors and agents from and against any and all liability, loss, claim, suit, damage, charge or expense which any such party may suffer, sustain, incur, or in any other way be subjected to, on account of death or injury to any person

and for loss of or damage or destruction to any property, arising out of or from, or in any way connected to or with, the User's use of the Crossing and License Area.

10. SCOPE OF LICENSE

The parties hereto understand that this Agreement does not grant unto User the right to install any utilities nor allow User to authorize any third parties to install any utilities or facilities over, under or within the License Are or facilities ~~of~~ License Area described herein

11. CONTINUING OBLIGATION

As long as this Agreement remains in effect, User shall bear the expenses of maintenance as hereinabove set forth and promptly pay for the same.

12. ASSIGNMENT

This Agreement may be assigned by FCEN to another authorized public authority at any time. User may only assign this Agreement to the State of Florida or another political subdivision thereof, and only after receiving FCEN's prior written approval, as well as the approval, ratification, and authorization of the proper authorities of the assignee.

13. NOTICE

All notices, demands, or other writings required or permitted to be given or made or sent under this Agreement, by either party to the other, shall be in writing and shall be deemed to have been fully delivered upon (i) receipt of such notice when hand delivered (by personal courier or overnight delivery service) to the party to whom such notice is addressed as set forth below; or (ii) receipt of such notice as indicated by the signature and date on the return receipt of a certified mailing.

If to FCEN:

General Manager  
Florida Central Railroad Company, Inc.  
P.O. Box 967  
Plymouth, Florida 32768-0967

and in the case of User to:

Orange County  
Director, Public Works Dept.  
4200 South John Young  
Parkway  
Orlando, Fl. 32839-9205

14. COSTS AND ATTORNEYS FEES

In the Event FCEN retains the services of attorneys, other professionals or persons in order to collect fees or other obligations of User hereunder, due to a wrongful breach by User that User refuses to cure, FCEN shall be entitled to collect from User all such attorney's fees, professional fees and costs so incurred, including but not limited to, said attorney's fees and costs for litigation and appeals thereof.

15. NO WARRANTIES

This License is herein granted without any warranty, express or implied, and User hereby agrees that no damages shall be recoverable from FCEN because of any dispossession of User or because of any failure of, defect in, cancellation of, or termination of, FCEN's property interest in the License Area.

16. MERGER, MODIFICATION, WAIVER

This Agreement contains the final, complete, and exclusive understanding of the Parties of the subject matter it relates to. No changes or modifications of this Agreement shall be valid or binding unless it is in writing and signed by the party intended to be bound. No valid waiver of any provisions of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

17. BENEFIT

This Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors and assigns.

18. HEADINGS

The headings, titles, and subtitles used in this Agreement are illustrative and intended for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

19. NON-WAIVER

Failure of any party at any time to require performance by any other party of any provision hereof shall not be deemed a waiver of that provision.

20. REMEDIES

No right or remedy herein conferred upon or reserved to FCEN and/or User is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of any right or remedy.

21 SEVERABILITY

Each paragraph, subparagraph, part, term, and/or provision of this Agreement shall be severable; and if, for any reason, any paragraph, subparagraph, part, term, and/or provision is herein determined to be invalid or contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such shall not impair the operation or effect the remaining portions, paragraphs, subparagraphs, parts, terms, and/or provisions of this Agreement, and the latter will be given full force and effect and will bind the parties hereto; and said invalid paragraphs, subparagraphs, parts, terms and/or provisions shall be deemed not to be part of this Agreement.

22. GOVERNING LAW

This Agreement shall be construed and enforced according to the laws of the State of Florida.

23. USER'S AUTHORITY TO EXECUTE THIS AGREEMENT

User represents and warrants that it has taken all necessary actions required in order to enter into this License Agreement and cause it to be fully enforceable against User and that its agent below is authorized to execute this License Agreement.

SIGNED as a sealed instrument as of the date first written above.

Witness for FCEN:

**FLORIDA CENTRAL  
RAILROAD COMPANY, LLC.**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Date:

Date:

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings, Mayor

Date:

Attest: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_

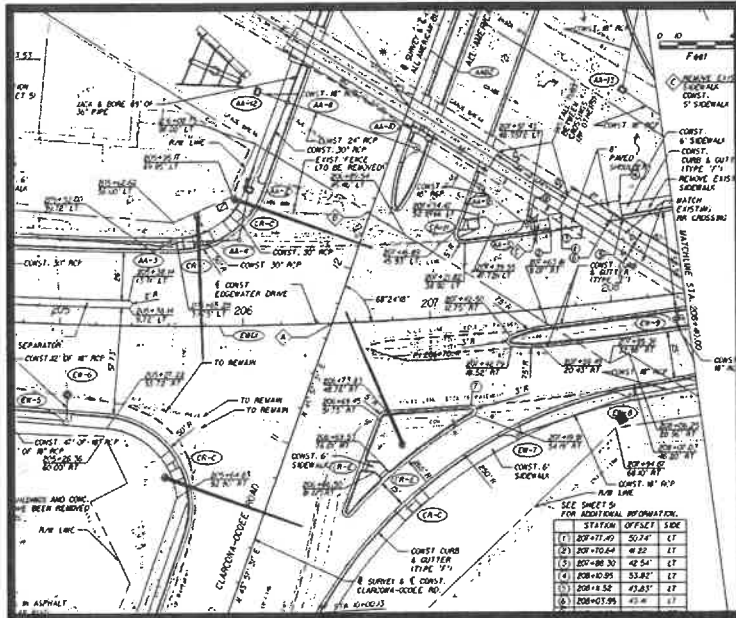
Deputy Clerk

Print name: \_\_\_\_\_



# **EXHIBIT A**

## **Proposed New Roadway Crossing to be Known as All American Blvd DOT #926115E Over FCEN, Orlando, Orange County, Florida in Vicinity of FCEN Milepost ST 808.58**



## **Adjoining Crossing of Edgewater Drive, # 622396Y**

